

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-4195-7169		PAGE 1 OF 21	
2. CONTRACT NO. W912DW-04-P-0399		3. AWARD/EFFECTIVE DATE 14-Sep-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0135	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SCOTT W BRITT				b. TELEPHONE NUMBER (No Collect Calls) 206-764-3517	
9. ISSUED BY CODE W912DW  USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 561730 SIZE STANDARD:\$6 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
				15. DELIVER TO SEE SCHEDULE FOR FURTHER INFORMATION. US ARMY CORPS OF ENGRS SEATTLE WA 98124-3755 CODE SEE SCH		16. ADMINISTERED BY CODE  <b>SEE ITEM 9</b>	
17a. CONTRACTOR/OFFEROR CODE 3AZF4  MATIA CONTRACTORS INC MARY LAWRENCE 525 TELEGRAPH ROAD BELLINGHAM WA 98226-8096  TEL. 360-676-9177 X13 FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE W66KQZ  US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$12,300.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		17-Sep-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  ELAINE M EBERT / CONTRACTING OFFICER  TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 21

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PLANTING SUPPLY/SERVICES FFP PROVIDE ALL SUPPLIES, LABOR, SERVICES TO PERFORM PLANTING AT THE BLAINE BORDER PATROL SECTOR HEADQUARTERS IN BLAINE, WASHINGTON IN ACCORDANCE WITH THE STATEMENT OF WORK AND WAGE DETERMINATION. PURCHASE REQUEST NUMBER: W68MD9-4195-7169	1	Lump Sum	\$12,300.00	\$12,300.00
NET AMT					\$12,300.00
ACRN AA Funded Amount					\$12,300.00

FOB: Destination

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082433 3230JGD748099993 NA 96453  
 COST 000000000000  
 CODE:  
 AMOUNT: \$12,300.00

## STATEMENT OF WORK

### 1. Introduction, Purpose and Need

This statement of work (SOW) directs the planting for the wetland mitigation area the Blaine Border Patrol Sector Headquarters (BPSHQ), Blaine, Washington. All earthwork excavation and disposal activities shall be complete prior to planting which will take place under a separate contract. Compensatory mitigation is for unavoidable loss of 0.13 acre of disturbed palustrine wetland as a result of BPSHQ construction activities. Mitigation involves creation of 0.13 acre of forest and shrub wetland. In addition, mitigation involves enhancement of an adjacent disturbed wetland by planting native vegetation. The primary objective of this project is to expand on an existing isolated wetland to increase the horizontal and vertical structure within both the existing wetland and newly created wetland in order to augment the biological support and habitat functions.

The proposed project is located in Blaine, Washington. The property address is 4500 Sweet Road, Blaine, Washington (NW ¼, Section 8, Township 40 North, Range 1 East). The specific project location is adjacent to the eastern property line immediately south of the existing Nature's Pathway cereal factory. The project area is approximately 40-feet wide by approximately 200 feet, north to south. The cumulative mitigation area (including creation and enhancement) is 0.28-acre.

### 2. Contractor Services.

a. General Requirements. The Contractor shall be responsible for procurement and installation of plants, mulch and topsoil in the quantities specified below. Final field layout of plant material will be directed by a Corps biologist.

#### b. Specific Requirements.

- Topsoil, mulch and plant installation will occur anytime between 15 and 29 November 2004.
- The Contractor shall provide sufficient labor to ensure completion of the work in the time allotted.
- A Corps Biologist will inspect all plant material, compost, and mulch before installation.
- Emergent plants shall be planted flush to the ground surface. All emergent plantings shall be placed on 12-inch centers in clusters of 20 plants.
- Three inches of topsoil covered by three inches of wood chip mulch shall be applied to the entire wetland creation area. Topsoil should be blown in prior to planting. Mulch is to be applied after planting only and raked away from plants. All trees and shrubs shall be installed in holes twice as wide as the root ball; top-heavy trees shall be staked at the Corps direction.
- Matted or circling roots of containerized plants must be pruned or straightened and the sides of the root ball roughened from top to bottom in 2 to 4 places.
- The finished height of each tree and shrub root ball shall be flush with the surrounding topsoil.
- A watering basin shall be formed around each tree and shrub planting by building a shallow berm of soil 30 inches in diameter around each tree and shrub.
- All plants shall be watered immediately after installation.

3. Government-Furnished Information and Documents

The plant schedule is as follows. Trees are to be planted on 9-foot centers and shrubs on 5-foot centers. Specific placement will be directed by the Corps biologist at the time of installation.

Common name	Scientific Name	Size	Total # of plants
<b>Trees</b>			
Black cottonwood*	<i>Populus balsamifera</i>	1-gal	33
Pacific willow	<i>Salix lucida</i>	3 ft stake or 1-gal	33
Sitka spruce	<i>Picea sitchensis</i>	1-gal	33
Western Red Cedar	<i>Thuja plicata</i>	1-gallon	33
<b>Shrubs</b>			
Salmonberry	<i>Rubus spectabilis</i>	1-gal	108
Red osier dogwood	<i>Cornus stolonifera</i>	1-gal	108
Pacific ninebark	<i>Physocarpus capitatus</i>	1-gal	108
Sitka willow	<i>Salix sitchensis</i>	3 ft stake or 1-gal	108
<b>Emergents</b>			
slough sedge	<i>Carex obnupta</i>	Conetainer or 4-inch pot	200 (20 clusters of 10 plants)
Small-fruited bulrush	<i>Scirpus microcarpus</i>	Conetainer or 4-inch pot	200 (20 clusters of 10 plants)

4. Topsoil & Mulch

The contractor is responsible for procuring and placement of topsoil and mulch. Topsoil can be blown-on prior to planting. Mulch can be blown-on following installation, however laborers are required to rake the mulch away from individual plants following application. The following quantities are specified for the wetland creation area (topsoil and mulch shall not be applied to the enhancement wetland).

	Area	Depth	Quantity
<b>Topsoil</b>	6,000 sq. ft.	3-inches	56 cubic yards
<b>Mulch</b>	6,000 sq. ft.	3-inches	56 cubic yards

5. Deliverables

An "As-built" sketch map should be submitted to the government within 5 days of project completion. The as-built map should schematically depict the location of planting zones (grouped by species) and highlight any changes to the plan that occurred during installation.

6. General Requirements

a. Project Manager. Promptly following award of the delivery order, the contractor shall designate a Project Manager (PM) who shall be responsible for the scheduled completion of the delivery order. Changes in PM may be made with prior approval of the COR. The PM shall have the experience and capability for the following:

- (1) Execution and completion of the terms of the delivery order.
- (2) Supervision of work and its overall quality.
- (3) Liaison between contractor and COR for all work required under this delivery order.

b. Contracting Officer's Representative (COR). The contracting officer (CO) for the Government will designate an authorized contracting officer's representative (COR) to supply the contractor with Government furnished data and services, and to forward other necessary documents or equipment. Contractor interpretation and associated guidance and direction from the Government will not be official unless specifically provided by the COR or the CO. The COR will seek timely progress of the work and its satisfactory completion.

c. Extra Services. The contractor is advised not to perform any services under this delivery order, requested by any persons in the Seattle District offices either verbally or in writing, which he/she considers to be an adjustment in the work scope requiring a change in contract prices, until the contractor has made a proposal to the COR covering such extra services, negotiated a mutually satisfactory fee, and received formal notices to proceed.

d. Payment for Routine Work. A copy of each payment voucher shall be submitted by the contractor to the COR.

e. Billing Procedures. Invoice address in block 18a of the SF1449. Invoice only quantities used.

7. Schedule. The contractor shall furnish sufficient technical, supervisory, and administrative personnel to ensure completion of work in accordance with the progress schedule as negotiated with the Corps.

The contractor shall keep the COR fully advised at all times concerning delays or difficulties which may prohibit completion of any part of the work by the established dates. The schedule is subject to adjustment by modification to the delivery order, signed by the COR, for material delays on the part of the Government and conditions beyond the control of the parties.

ATTACHMENTS

1. Plate GT-1 (Plate GT-2 and GT-3 are referenced on GT-1, but are not applicable)
2. Vicinity map

Find both attachments at the end of this solicitation

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUN 2004

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) There is no permissible variation – increase or decrease of items is only through a modification to the purchase order at the request of the COR and concurrence of the Contracting Officer.

(End of clause)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.



\_\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

XX \_\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX \_\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX \_\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX \_\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX \_\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX \_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX \_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://www.farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of clause)

### WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2561 REV (28) AREA: WA, ISLAND COUNTY

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2561
Director	Wage Determinations	Revision No.: 28
		Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of Island, San Juan, Skagit

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	9.45
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	12.12
01115 - General Clerk I	9.57
01116 - General Clerk II	10.68

01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	12.02
01132 - Key Entry Operator II	14.61
01191 - Order Clerk I	11.92
01192 - Order Clerk II	13.06
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.31
01290 - Rental Clerk	12.12
01300 - Scheduler, Maintenance	13.94
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.03
01341 - Stenographer I	12.96
01342 - Stenographer II	14.79
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	11.25
01532 - Travel Clerk II	12.08
01533 - Travel Clerk III	12.91
01611 - Word Processor I	12.70
01612 - Word Processor II	13.71
01613 - Word Processor III	16.96
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.73
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.09
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	25.77
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.70
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.24
05010 - Automotive Glass Installer	19.93
05040 - Automotive Worker	19.93
05070 - Electrician, Automotive	20.82
05100 - Mobile Equipment Servicer	17.98
05130 - Motor Equipment Metal Mechanic	21.66
05160 - Motor Equipment Metal Worker	19.93

05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	17.12
05250 - Motor Vehicle Upholstery Worker	18.86
05280 - Motor Vehicle Wrecker	19.93
05310 - Painter, Automotive	20.82
05340 - Radiator Repair Specialist	22.33
05370 - Tire Repairer	15.74
05400 - Transmission Repair Specialist	21.66
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.22
07010 - Baker	11.65
07041 - Cook I	11.10
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	15.99
07250 - Waiter/Waitress	9.69
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.01
09040 - Furniture Handler	16.89
09070 - Furniture Refinisher	21.01
09100 - Furniture Refinisher Helper	18.28
09110 - Furniture Repairer, Minor	19.65
09130 - Upholsterer	21.01
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.14
11090 - Gardener	13.30
11121 - House Keeping Aid I	9.32
11122 - House Keeping Aid II	10.46
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	11.85
11240 - Maid or Houseman	9.32
11270 - Pest Controller	12.39
11300 - Refuse Collector	11.57
11330 - Tractor Operator	11.64
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	14.39
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.86
12071 - Licensed Practical Nurse I	12.39
12072 - Licensed Practical Nurse II	13.90
12073 - Licensed Practical Nurse III	15.57
12100 - Medical Assistant	12.09
12130 - Medical Laboratory Technician	12.64
12160 - Medical Record Clerk	10.58
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.09
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.30
12250 - Pharmacy Technician	14.04
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	18.60
12312 - Registered Nurse II	22.74
12313 - Registered Nurse II, Specialist	22.74
12314 - Registered Nurse III	27.46

12315 - Registered Nurse III, Anesthetist	27.46
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.47
13011 - Exhibits Specialist I	16.52
13012 - Exhibits Specialist II	19.36
13013 - Exhibits Specialist III	23.46
13041 - Illustrator I	17.48
13042 - Illustrator II	21.66
13043 - Illustrator III	26.50
13047 - Librarian	24.23
13050 - Library Technician	13.84
13071 - Photographer I	14.80
13072 - Photographer II	17.95
13073 - Photographer III	22.02
13074 - Photographer IV	26.92
13075 - Photographer V	32.59
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.15
15030 - Counter Attendant	8.15
15040 - Dry Cleaner	10.35
15070 - Finisher, Flatwork, Machine	8.15
15090 - Presser, Hand	8.15
15100 - Presser, Machine, Drycleaning	8.15
15130 - Presser, Machine, Shirts	8.15
15160 - Presser, Machine, Wearing Apparel, Laundry	8.15
15190 - Sewing Machine Operator	11.09
15220 - Tailor	11.83
15250 - Washer, Machine	8.88
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.01
19040 - Tool and Die Maker	23.74
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20.68
21020 - Material Coordinator	15.92
21030 - Material Expediter	15.92
21040 - Material Handling Laborer	14.40
21050 - Order Filler	10.92
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	15.32
21100 - Shipping/Receiving Clerk	13.40
21130 - Shipping Packer	13.40
21140 - Store Worker I	12.36
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	18.06
21400 - Warehouse Specialist	17.14
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.71
23040 - Aircraft Mechanic Helper	18.28
23050 - Aircraft Quality Control Inspector	26.64
23060 - Aircraft Servicer	19.65
23070 - Aircraft Worker	20.33
23100 - Appliance Mechanic	21.01
23120 - Bicycle Repairer	18.33
23125 - Cable Splicer	21.71
23130 - Carpenter, Maintenance	21.01

23140 - Carpet Layer	21.91
23160 - Electrician, Maintenance	26.04
23181 - Electronics Technician, Maintenance I	20.31
23182 - Electronics Technician, Maintenance II	21.69
23183 - Electronics Technician, Maintenance III	24.48
23260 - Fabric Worker	19.65
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	18.97
23340 - Fuel Distribution System Mechanic	23.88
23370 - General Maintenance Worker	20.33
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.71
23430 - Heavy Equipment Mechanic	21.71
23440 - Heavy Equipment Operator	21.71
23460 - Instrument Mechanic	21.71
23470 - Laborer	13.04
23500 - Locksmith	21.01
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	20.67
23580 - Maintenance Trades Helper	18.28
23640 - Millwright	21.71
23700 - Office Appliance Repairer	21.01
23740 - Painter, Aircraft	21.01
23760 - Painter, Maintenance	21.01
23790 - Pipefitter, Maintenance	23.71
23800 - Plumber, Maintenance	22.27
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	20.33
23890 - Sheet-Metal Worker, Maintenance	21.71
23910 - Small Engine Mechanic	22.41
23930 - Telecommunication Mechanic I	21.71
23931 - Telecommunication Mechanic II	21.71
23950 - Telephone Lineman	21.71
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	21.71
23970 - Woodcraft Worker	21.71
23980 - Woodworker	18.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.79
24580 - Child Care Center Clerk	9.50
24600 - Chore Aid	9.21
24630 - Homemaker	15.50
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.71
25040 - Sewage Plant Operator	22.87
25070 - Stationary Engineer	21.71
25190 - Ventilation Equipment Tender	18.28
25210 - Water Treatment Plant Operator	22.87
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	14.73
27006 - Corrections Officer	19.80
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	24.91
27101 - Guard I	8.78



27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.06
28020 - Hatch Tender	19.06
28030 - Line Handler	19.06
28040 - Stevedore I	18.41
28050 - Stevedore II	19.71
29000 - Technical Occupations	
21150 - Graphic Artist	19.30
29010 - Air Traffic Control Specialist, Center (2)	30.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	17.18
29024 - Archeological Technician II	19.24
29025 - Archeological Technician III	23.83
29030 - Cartographic Technician	23.83
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.35
29040 - Civil Engineering Technician	21.66
29061 - Drafter I	12.96
29062 - Drafter II	15.15
29063 - Drafter III	17.48
29064 - Drafter IV	21.66
29081 - Engineering Technician I	13.47
29082 - Engineering Technician II	15.15
29083 - Engineering Technician III	17.95
29084 - Engineering Technician IV	22.23
29085 - Engineering Technician V	27.61
29086 - Engineering Technician VI	33.23
29090 - Environmental Technician	18.83
29100 - Flight Simulator/Instructor (Pilot)	30.33
29160 - Instructor	21.30
29210 - Laboratory Technician	16.60
29240 - Mathematical Technician	23.83
29361 - Paralegal/Legal Assistant I	16.80
29362 - Paralegal/Legal Assistant II	20.75
29363 - Paralegal/Legal Assistant III	25.38
29364 - Paralegal/Legal Assistant IV	30.67
29390 - Photooptics Technician	23.83
29480 - Technical Writer	20.33
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	20.33
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.51
29622 - Weather Observer, Upper Air (3)	17.51
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.91
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	11.79
31300 - Taxi Driver	9.86
31361 - Truckdriver, Light Truck	11.79
31362 - Truckdriver, Medium Truck	14.94
31363 - Truckdriver, Heavy Truck	17.40
31364 - Truckdriver, Tractor-Trailer	17.40

99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	10.11
99041 - Carnival Equipment Operator	10.47
99042 - Carnival Equipment Repairer	10.88
99043 - Carnival Worker	9.21
99050 - Desk Clerk	11.28
99095 - Embalmer	19.25
99300 - Lifeguard	10.12
99310 - Mortician	19.25
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.12
99500 - Recreation Specialist	15.61
99510 - Recycling Worker	14.48
99610 - Sales Clerk	11.31
99620 - School Crossing Guard (Crosswalk Attendant)	11.65
99630 - Sport Official	11.04
99658 - Survey Party Chief (Chief of Party)	22.26
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.52
99660 - Surveying Aide	12.05
99690 - Swimming Pool Operator	14.11
99720 - Vending Machine Attendant	12.67
99730 - Vending Machine Repairer	14.11
99740 - Vending Machine Repairer Helper	12.67

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
  - 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
  - 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).
- HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

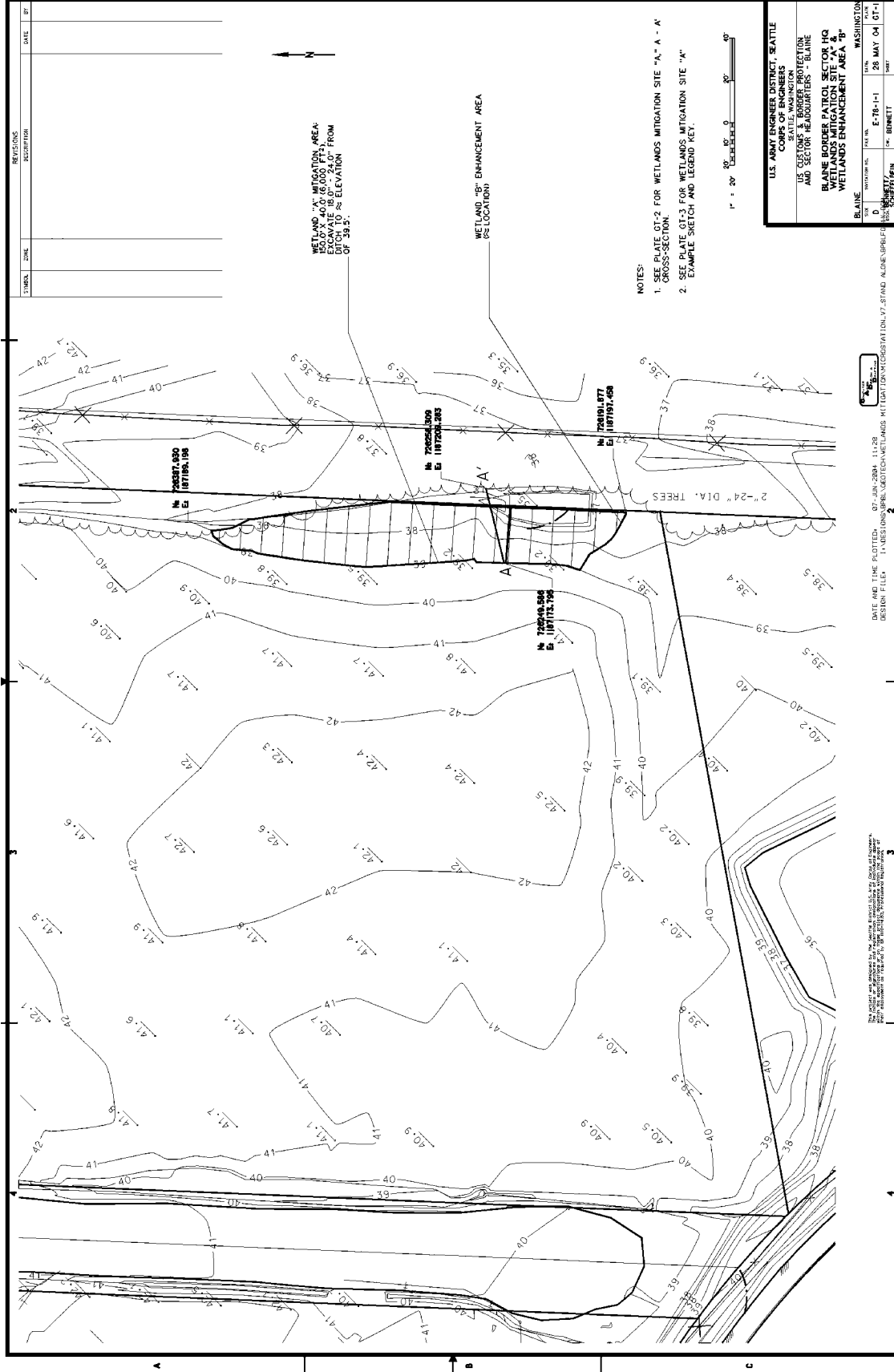
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

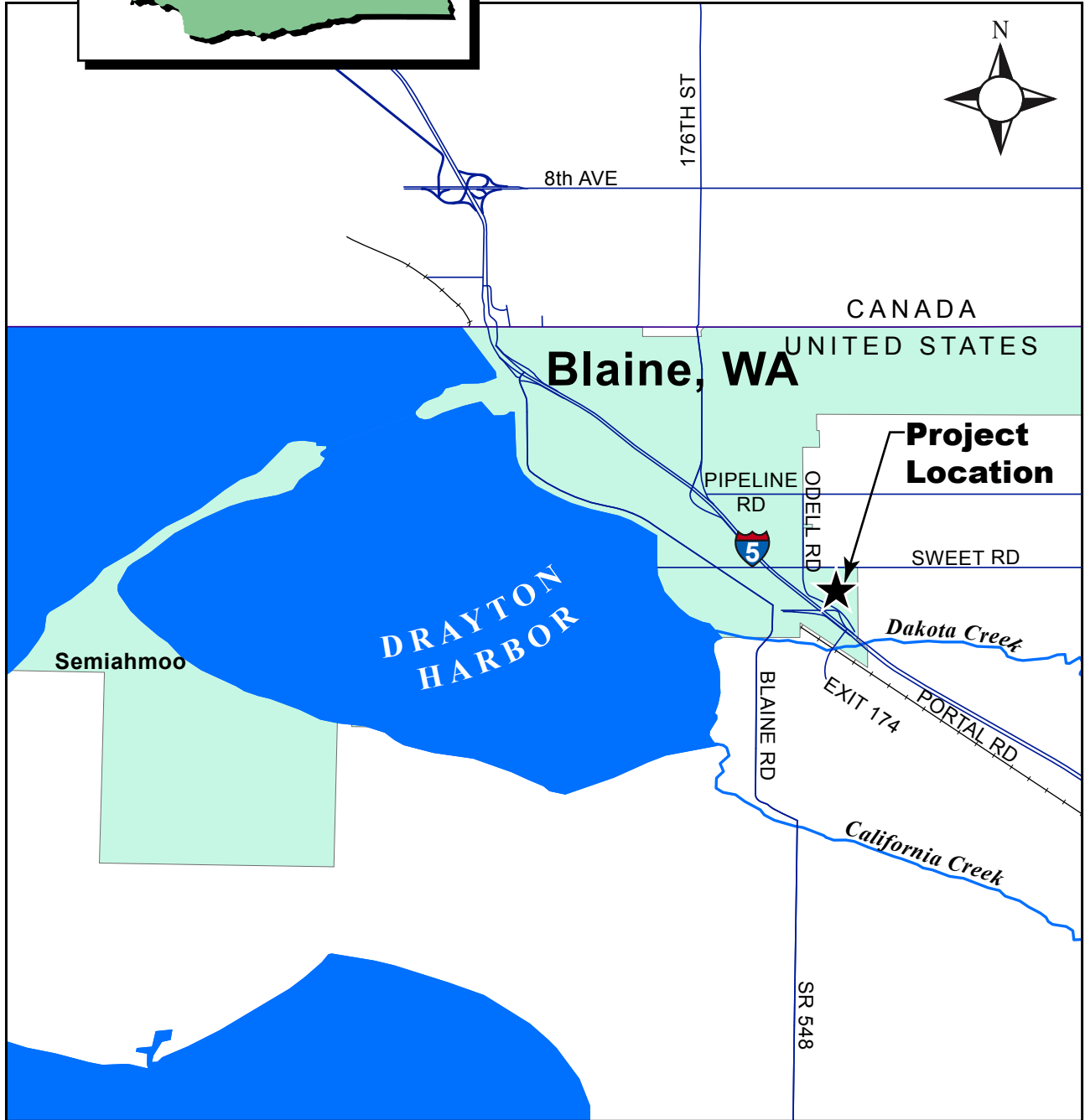
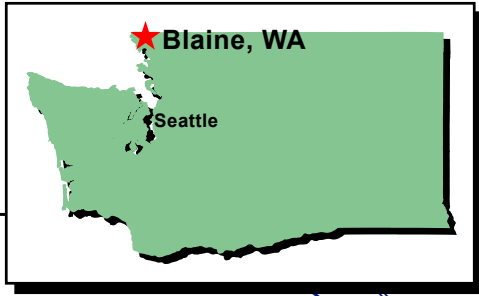
fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.





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U.S. DEPARTMENT OF HOMELAND SECURITY  
U.S. BORDER PATROL, BLAINE, WASHINGTON

# VICINITY MAP

Date  
MAY 2003

Figure No.  
1